JD–65–16
Louisville, KY

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

PARAGON SYSTEMS, INC.

and

Cases: 09–CA–162681
09–CA–162706

THE PROTECTION & RESPONSE
OFFICERS OF AMERICA, INC.

Daniel A. Goode, Esq., for the General Counsel.
Laura M. Hagan, Esq., for the Respondent.
Jacqueline Taylor, Esq., for the Charging Party.

DECISION

STATEMENT OF THE CASE

IRA SANDRON, Administrative Law Judge. This matter arises out of a consolidated complaint and notice of hearing (the complaint) issued on January 29, 2016, against Paragon Systems, Inc. (the Respondent or the Company), stemming from 8(a)(5) and (1) unfair labor practice charges filed by The Protection & Response Officers of America, Inc. (PROA or the Union).

Pursuant to notice, I conducted a trial in Cincinnati, Ohio, on May 26, 2016, at which I afforded the parties full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence.

Issues

(1) On about September 1, 2015,[1] following PROA's certification on August 26 and replacement of the International Union, Security, Police and Fire Professionals of America (SPFPA) as the collective-bargaining representative of unit employees, did the Respondent unlawfully announce and implement changes in employees' health insurance and 401(k) benefit plans without providing PROA with notice and an opportunity to bargain over those changes? The Respondent's primary defense is that it was required by the Affordable Care Act (ACA) to

[1] All dates hereinafter occurred in 2015 unless otherwise indicated.

(2) implement those changes because the SPFPA trust funds would no longer accept contributions on behalf of unit employees.[2]

(3) Since on about September 18, has the Respondent failed and refused to furnish PROA with information that it requested on September 18, 23, and October 2, concerning the changes in the health insurance and 401(k) benefit plans, which information was relevant and necessary for PROA to perform its duties as the collective-bargaining representative?

Witnesses and Credibility

The General Counsel called John Kabakova, PROA's international president. The Respondent called Francesa Thompson, the Company's benefits compensation administrator; and Kenneth Miller, regional vice president of Humanomics, the benefits consultant for SPFPA.

The salient facts in this case are substantially stipulated and thus undisputed, and resolution of the issues is not dependent on credibility resolution.

Facts

Based on the entire record, including testimony, documents, and stipulations, as well as the posttrial briefs that the General Counsel and the Respondent filed, I find the following.

The Nature of the Respondent's Business

The Respondent, a corporation with an office and place of business in Herndon, Virginia, is engaged in provided security at various Federal government facilities in approximately 30 states, including a facility located in Louisville, Kentucky. The Respondent has admitted Board jurisdiction as alleged in the complaint, and I so find.

PROA's Replacement of SPFPA

Prior to August 26, SPFPA represented the bargaining unit, consisting of all of the Respondent's armed and unarmed security officers performing guard duties as defined by Section 9(b)(3) of the Act, assigned to Federal facilities in the Commonwealth of Kentucky. The unit consists of approximately 88 employees.

When the employees were represented by SPFPA, the Respondent made health insurance and 401(K) benefit payments on their behalf to a trust fund established by SPFPA. The employees were not enrolled in the Company's own health insurance and 401(k) benefit plans.

Pursuant to a petition that PROA filed on July 7, a mail ballot election was conducted. A count took place on August 18: PROA received 52 votes and SPFPA 10, with two challenged

[2] Although the Respondent has further asserted that its actions were also required by the Service Contract Act, the Respondent provided no evidence of this, either testimonial or documentary. See the Respondent's counsel's concession at Tr. 113 that her sole witness offered no testimony about this statute. Accordingly, I deem such defense abandoned and will not further address it.

ballots. Consequently, PROA was certified on August 26 as the collective-bargaining representative of the unit.

In late August, the Company received notification from SPFPA that the SPFPA trust fund would no longer accept contributions for health and welfare or 401(k) benefits on behalf of unit employees.

On about September 1, the Respondent sent letters to employees advising them that they now had the option to enroll in the Company's health insurance (Anthem Blue Cross for medical) and 401(k) plans, and had 30 days to elect benefits. Throughout September, employees did enroll, although the record does not reflect how many did so.[3] Their benefits were effective as of September 1. It is stipulated that the Respondent began enrolling unit employees in its own health and retirement benefit plans without notifying PROA and affording it an opportunity to bargain. It is further stipulated that at present, unit employees are still enrolled in the Respondent's health and welfare and 401(k) programs.

Thompson testified that the Respondent was obligated by law, specifically the Affordable Care Act (ACA), to immediately provide new medical coverage to replace that offered by SPFPA. She also testified that employees had to elect benefits within 30 days, based both on the ACA and the Company's policy, or lose coverage; thus, they had to be enrolled in the new insurance by September 30. However, she cited no specific provisions of the ACA, and the Respondent's counsel had no citations available to present.[4] Moreover, the mere reference in the Respondent's brief (at 4) to 26 U.S.C. Section 4980H (ACA), without any explanation or elaboration, or cited authorities stating that it imposed any requirements on the Respondent, is meaningless. Therefore, I can make no findings of fact regarding ACA's impact and, accordingly, cannot find reliance on ACA a viable defense to the Respondent's admitted unilateral changes.[5]

The hourly cost for the new health insurance and 401(k) plans did not change, but nothing in the record addresses whether any changes occurred in benefits, out-of-pocket deductibles, or other terms, that made the new plans less or more desirable for employees. In any event, the SPFPA plans were no longer an option. PROA does not have its own benefit trust funds.

The Union's Bargaining and Information Requests

The Union, by an August 31 email from Union Attorney Jacqueline Taylor to Roman Gomul, the Respondent's vice president, requested bargaining.[6] I credit Kabakova's uncontroverted testimony as follows. Taylor, Gomul, and Kabakova had a brief telephone conference call on September 3. The Union requested bargaining and, at Gomul's request,

[3] See Jt. Exh. 14 at 2–7 (benefit packet receipt acknowledgment forms).

[4] Tr. 69.

[5] In light of this, I need not consider GC Exh. 2 and Kabakova's testimony that FJC Security Service, another company at which PROA took over the bargaining unit from SPFPA, held health insurance deductions in trust for more than 30 days after the SPFPA trust fund stopping taking payments and until it negotiated an agreement with PROA.

[6] Jt. Exh. 3.

scheduled a second conference call on September 11. They had the September 11 call as scheduled. Taylor started off by stating that the Company had not yet presented its collective-bargaining proposal and that the Union was still waiting for it. There was no mention of health and welfare benefit programs in either conversation, and Gomul said nothing about the Respondent already enrolling employees in its own health and welfare plans. The Union first became aware of this when employees in mid-September so informed Kabakova and then PROA President John Kelly.

On September 15, the Respondent made a proposal on health and welfare, including proposed amounts of monthly payments toward qualified medical plans,[7] which proposal the Union did not accept.

The parties stipulated to the following:[8]

(1) The Union made the following information requests, as alleged in paragraph 8 of the complaint:[9]

A. On September 18, by email, "[A]ll health insurance plans which the Company proposes to present to bargaining unit employees. . . ."

B. On September 23 and 24, orally and by email, "[A] copy of any proposed insurance/benefit plan and any documents proposed to be presented to bargaining unit employees in this connection. If bargaining unit employees have already been presented with such information, the Union requests the date this information was presented to them, what documents or other information was presented to them, and the effective date of this change."

(The Union also requested a description (summary plan) of any 401(k) plan.)[10]

C. On October 2, by email, the following: any documents submitted to bargaining unit employees wherein they were requested to enroll in any health and welfare plan, including any application signed by or submitted to bargaining unit employees, any enrollment form signed by or submitted to bargaining unit employees, and any acknowledgment form or other document setting forth how bargaining unit employees' health and welfare benefits are to be allocated.

(2) All of the above requested information was necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative.

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[7] R. Exh. 1.

[8] Tr. 15–18.

[9] Jt. Exhs. 4, 5, 8. I have changed the quoted portions to conform to the actual wording in the documents.

[10] See Jt. Exh. 7. The Union later requested negotiations over a 401(k) plan or plan modification. See Jt. Exh. 10.

(3) In response to PROA's information requests, the Respondent provided only the 2015 summary description of the health insurance benefits (by email of September 25), and six unit employee acknowledgment forms (by email of October 19).[11]

Thus, the Respondent admittedly did not furnish the Union with all of the employee acknowledgement forms; the entire Company health and welfare benefits plan, including where the health and welfare sums are directed; or the 401(k) summary plan.

The Respondent has never asserted that any of the requested information did not exist, sought clarification of the requests, or advised the Union that it believed all responsive documents had been provided. Nor has the Respondent ever claimed that obtaining or furnishing the information would be burdensome or that the Union acted in bad faith.

Analysis and Conclusions

Changes in health insurance and 401(k) benefit plans

Health insurance benefits are a mandatory term of employment. *Caterpillar, Inc.*, 355 NLRB 521, 522 (2010) (changes in drug prescription program); C*oastal Derby Refining Co.*, 312 NLRB 495, 497 (1993) (coverage for working spouses); *Trojan Mining & Processing*, *Inc.*, 309 NLRB 770, 771 (1992). Similarly, retirement benefits for current employees are also a mandatory subject of bargaining. *Pittsburgh Plate Glass Co. v. NLRB*, 404 U.S. 157, 180 (1971); *Mississippi Power Co.*, 332 NLRB 530, 530–531 (2000), enfd. in relevant part 284 F.3d 605 (5th Cir. 2002) (unpublished opinion); *Midwest Power Systems*, *Inc.*, 323 NLRB 404 (1997), enf. mem denied on other grounds 159 F.3d 636 (D.C. Cir. 1998).

As Judge David Goldman stated in *Latino Express, Inc.*, 360 NLRB No. 112, slip op. 12 (2014), "Board precedent has long been settled that, as a general rule, an employer with an obligation to collectively bargain may not make unilateral changes in mandatory subjects of bargaining without first bargaining to a valid impasse," citing *NLRB v. Katz*, 369 U.S. 736 (1962). The Respondent does not allege impasse. Two other bases on which an employer may lawfully make unilateral changes are that the union engaged in delay tactics or that the employer had economic exigencies that compelled prompt action. See *Pleasantview Nursing Home, Inc.,* 335 NLRB 961, 962 (2001), revd. in part on other grounds 351 F.3d 747 (6th Cir. 2003); *Bottom Line Enterprises*, 302 NLRB 373, 374 (1991), enfd. 15 F.3d 1087 (9th Cir. 1994). The Respondent has asserted neither.

Rather, the Respondent has averred that it was required by law, more specifically, the ACA, to begin implementing the change to its Company-provided health benefit and retirement plans on about September 1. Clearly, complying with Federal mandates would be a valid defense. However, the Respondent has failed to meet its burden of demonstrating this; indeed, the Respondent offered no evidence, either testimonial or documentary, in support of its assertion. Accordingly, the Respondent has failed to establish that it was required by law to act unilaterally.

[11] Jt. Exhs. 6, 14.

In *Mcofire Paving Corp.*, 359 NLRB No. 10 (2012), the Board specifically addressed the situation where one labor organization replaces another as the employees' collective-bargaining representative, and payments into the earlier representative's benefit funds can no longer be made. The Board cited precedent in other contexts and stated that "they involve similar policy considerations and are instructive," concluding:

> They establish that when an employer is faced with the discontinuation of existing benefits owing to circumstances beyond the employer's control, it is not permitted unilaterally to replace the benefits or to remit benefit contributions directly to the unit employees because doing so would be inconsistent with the statutory duty to bargain. Nor is the employer permitted to do nothing and simply allow employees to be stripped of benefits. Rather, **the employer must provide the union with notice and an opportunity to bargain over the development and its impact on unit employees.**

359 NLRB at slip op. 7 (emphasis added). The Board therefore concluded that the Respondent was required to timely notify the successor union of the discontinuation of the benefits and to bargain over securing alternative benefits.

The Respondent (R. Br. at 3) cites *Mcofire* for the proposition that a company does not violate the Act by unilaterally enrolling employees in a company's health insurance plan after a new union is certified. However, that case is distinguishable. There, the unilateral enrollment followed several bargaining sessions between the employer and the successor union. Of particular significance, in deeming such enrollment lawful, the Board relied "only on the fact" that the union stated during negotiations that the employees accepted the insurance plan offered by the respondent, albeit "under protest." *Mcofire* at slip op. 8. Here, in contrast, the Union was not notified in advance of any changes in health insurance or 401(k) provisions and, ipso facto, did not evince agreement to anything that the Respondent did unilaterally, including enrolling employees into its own health insurance and 401(k) plans.

The fact that PROA did not have its own benefit trust fund is irrelevant; the Union could have attempted to negotiate for better employee benefits under the Company's plans or from other sources had it been given the opportunity. Similarly irrelevant is the Respondent's representation (R. Br. at 4–5) that the parties have engaged in negotiations after September and been unable to reached agreement on health insurance benefits. Had the Respondent afforded the Union advance notice and an opportunity to bargain prior to September 1, there is no telling what might have resulted. Instead, the Respondent's failure to do so precluded any possibility of agreement at the time.

Accordingly, I conclude that the Respondent violated Section 8(a)(5) and (1) by announcing and implementing changes to unit employees' health and welfare and 401(k) benefit plans without first affording the Union notice and an opportunity to bargain.

Failure to provide requested information

An employer is obliged to supply information requested by a collective-bargaining representative that is relevant and necessary to the latter's performance of its responsibilities to the employees it represents. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967); *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956). The parties stipulated that the information that the Union requested regarding health and welfare benefits was relevant and necessary.[12] The conclusion is the same for information regarding the 401(k) plan, since retirement benefits constitute another mandatory subject of bargaining. The Respondent has never claimed that any of the requested information did not exist, sought clarification of the requests, advised the Union that it believed all responsive documents had been provided, contended that obtaining or supplying the information would be burdensome for the Company, or accused the Union of acting in bad faith.

The parties further stipulated that the Respondent did not furnish everything that was requested; more specifically, the Respondent did not furnish the complete Company health and welfare plans, more than just a few of the employee acknowledgment forms, or other information pertaining to the enrollment of employees in its plan or full information about its operation. Moreover, the Respondent did not furnish any information regarding the new 401(k) plan.

Accordingly, I conclude that the Respondent violated Section 8(a)(5) and (1) by not furnishing the Union with all of the relevant and necessary information that it requested on September 18, 23 and 14, and October 12.

The General Counsel argues in his brief (GC Br. at 17, 17 at fn. 7) that the limited information the Respondent did provide was not timely provided and that this should be found an additional violation, on the basis that the matter was closely connected to allegations in the complaint and was fully litigated. See *Pergament United Sales*, 296 NLRB 333, 334 (1989), enfd. 920 F.2d 130 (2d Cir. 1990). He points out that he raised unreasonable delay in his opening statement even though it is not alleged in the complaint.

More specifically, he said (at Tr. 20), "Respondent provided very few responsive documents and delayed in providing those documents. . . ." However, after this passing statement, nothing further whatsoever was said about undue delay during the remainder of the trial, and no one asked the Respondent's sole witness (Thompson) any questions regarding the matter of the timing of furnishing the documents, including any explanation of why they were not provided earlier. At no time during the course of the trial did the General Counsel request an amendment to the complaint to include such an allegation.

In these circumstances, I disagree with the General Counsel's assertion that the matter was fully litigated. Rather, I conclude that the Respondent was not placed on proper notice that the General Counsel was contending such a violation and, hence, not given a fair opportunity to offer evidence on its behalf. See, *Piggly Wiggly Midwest, LLC,* 357 NLRB 2344, 2345 (2012); *United Mine Workers of America, Dist. 29,* 308 NLRB 1155,1158, 1158 fn. 13 (1992); *NLRB v.*

[12] The stipulation comports with Board precedent. See *Honda of Haywood,* 314 NLRB 443, 443 (1994), in which the Board stated, "[T]he carrier of a health benefit plan is as much a component of a health and welfare plan as are the levels of coverage," in finding that requested information thereon was presumptively relevant and should have been provided to the bargaining representative.

Homemaker Shops, Inc., 724 F.2d 535, 542 et. seq. (6th Cir. 1984). Therefore, I will not entertain a violation based on unreasonable delay in providing information. In any event, such a violation is essentially subsumed by the broader violation of failing and refusing to furnish all of the requested information.

Conclusions of Law

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Protection & Response Officers of America, Inc. (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

3. By the following conduct, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act and violated Section 8(a)(5) and (1) of the Act.

(a) Announcing and implementing changes in health insurance and 401(k) benefit plans without affording the Union prior notice and an opportunity to bargain,

(b) Failing and refusing to provide the Union with information that it requested regarding the changes in health insurance and 401(k) benefit plans, which information was relevant and necessary to the Union's performance of its duties as the collective-bargaining representative.

Remedy

Because I have found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Because the Respondent unilaterally implemented new health insurance and 401(k) benefit plans, I ordinarily would order the Respondent to rescind those changes and restore the status quo ante as it existed prior to September 1, 2015, upon the Union's request. The General Counsel requests rescission (GC Br. Attachment A, proposed notice). However, rescission assumes that there is something to which to revert, and it is undisputed that due to circumstances outside of the Respondent's control (i.e., SPFPA's trust fund policy), return to the status quo would be impossible. Ordering rescission potentially could jeopardize employees' health insurance and 401(k) benefits coverage. In these particular circumstances, I will not order rescission but will order the Respondent to restore the status quo ante as far as restoring to employees the same benefits that they enjoyed prior to September 1, 2015, if the Union so requests.

The Respondent is ordered to bargain with the Union over health insurance and 401(k) benefits until such time as they reach an agreement or a lawful impasse based on good-faith negotiations.

The Respondent is further ordered to make any unit employees whole for any loss of benefits and any additional expenses that they may have suffered as a result of its unilateral conduct. See *Kraft Plumbing & Heating*, 252 NLRB 891, 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981). The make-whole remedy shall be computed in accordance with *Ogle Protection Service, Inc.,*183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), plus interest computed as set forth in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 5 (2010),

In addition, the Respondent shall compensate employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award and to file a report with the Regional Director for Region 9, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years. See *Advoserv of New Jersey, Inc.*, 363 NLRB No. 143 (2016); *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB No. 10 (2014).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[13]

ORDER

The Respondent, Paragon Systems, Inc., Louisville, Kentucky, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Announcing or implementing any changes in health insurance or 401(k) benefits, or other mandatory subjects of bargaining, without affording The Protection & Response Officers of America, Inc. (the Union) prior notice and an opportunity to bargain.

(b) Failing and refusing to provide the Union with the information about the new health insurance and 401(k) benefits that the Union requested on September 18, September 23 and 24, and October 2, 2015, or any other information that is relevant and necessary for the Union's performance of its duties as the collective-bargaining representative.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request by the Union, restore the health and insurance benefits that existed prior to September 1, 2015.

[13] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) On request by the Union, bargain over health insurance and 401(k) benefits until the parties reach an agreement or a lawful impasse.

(c) Make employees whole by reimbursing them, in the manner set forth in the remedy section of the decision, for any loss of benefits and any additional expenses they incurred as a result of the unilateral changes in health insurance and retirement benefits that were implemented effective as of September 1, 2015.

(d) Provide the Union with all of the information regarding health insurance and 401(k) benefits that it requested on September 18, 23 and 24, and October 2, 2015.

(e) Within 14 days after service by the Region, post at all of its Kentucky facilities at which unit employees work, copies of the attached notice marked "Appendix."[14] Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet set, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since September 1, 2015.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. July 8, 2016

Ira Sandron
Administrative Law Judge

[14] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

An employer subject to the National Labor Relations Act must collectively bargain with the labor organization that represents its employees concerning wages, hours, and working conditions.

The Protection & Response Officers of America, Inc. (the Union) represents a unit of our armed and unarmed security officers performing guard duties and assigned to Federal facilities in the Commonwealth of Kentucky.

WE WILL NOT announce or implement changes to your health insurance and 401(k) benefits, or other benefits, without affording the Union prior notice and an opportunity to bargain**.**

WE WILL NOT fail and refuse to provide the Union with the information that it requests concerning your health insurance and 401(k) benefits, or with other requested information that is relevant and necessary for the Union to fulfill its duties as the collective-bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under Section 7 of the Act, as set forth at the top of this notice.

WE WILL, on the Union's request, restore the health insurance and 401(k) benefits that existed prior to September 1, 2015.

WE WILL, on the Union's request, bargain over the changes in health insurance and 401(k) benefits that we made effective as of September 1, 2015, until the Union agrees to the changes, we and the Union bargain to a collective-bargaining agreement, or we and the Union reach a lawful impasse in bargaining.

WE WILL make employees whole by reimbursing them for any loss of benefits and additional expenses they incurred as a result of the unilateral changes in health insurance and 401(k) benefits that we made effective as of September 1, 2015.

WE WILL provide the Union with the information regarding health insurance and 401(k) benefits that it requested on September 18, 23 and 24, and October 2, 2015.

PARAGON SYSTEMS, INC.

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal Agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to an agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

John Weld Peck Federal Building, 550 Main Street – Room 3003, Cincinnati, OH
Telephone: (513) 684-3686; Hours: 8:30 a.m. to 5:00 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/09–CA–162681 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (513) 684-3769.